

EXHIBIT 10

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

ASARCO LLC, a Delaware
corporation,

Plaintiff,

vs.

NL INDUSTRIES, INC., a New Jersey
corporation; ST. FRANCOIS COUNTY
ENVIRONMENTAL CORPORATION, a
Missouri corporation, DELTA
ASPHALT, INC., a Missouri
Corporation; ANSCHUTZ MINING
CORPORATION, a Colorado
corporation; BNSF RAILWAY
COMPANY, a Delaware corporation;
UNION PACIFIC RAILROAD COMPANY, a
Utah corporation; and DOES 1-50,
inclusive,

Defendants.

)
)
)
) No.
) 4:11-cv-00864-
) JAR

VIDEOTAPED 30(b)(6) DEPOSITION OF
JOHN CHRISTOPHER PFAHL
Tucson, Arizona
March 19, 2014
9:00 a.m.

REPORTED BY:

Robin L. B. Osterode, RPR, CSR

AZ Certified Reporter No. 50695

1 A. Yes.

2 Q. Do you recall who was in charge of the
3 environmental conditions there?

4 A. I do not recall.

5 Q. Do you recall personnel from the Glover
6 Smelter and/or personnel with responsibilities for
7 the Glover Smelter participating in these information
8 exchanges?

9 A. There were different managers who would
10 come to the meetings, so there was a manager at
11 Glover who...

12 Q. What name do you recall?

13 A. I think Terry Erskine who came out of
14 Northwest Mining ended up being a manager at Glover.
15 Curtis Bates was a manager at Glover who would often
16 participate.

17 Q. Uh-huh. So prior to the -- the SEMO
18 settlement in bankruptcy, do you recall Asarco
19 undertaking any environmental remediations at either
20 West Fork, Sweetwater, or Glover, other than those
21 related to ongoing operational permits?

22 A. At those three sites, there was no
23 remediation being done.

24 Q. Okay. Since the SEMO settlement, are you
25 aware of Asarco spending any money for environmental

1 remediation at those three locations, meaning
2 West Fork, Sweetwater, and Glover?

3 A. No. The point of the settlement was to
4 resolve all those outstanding issues. So the
5 settlements broke out how much went to whom and for
6 each site.

7 Q. So you would not expect there to be any
8 further responsibility that Asarco has for
9 environmental remediation at those three locations?

10 A. We would have no responsibility whatsoever.

11 Q. Okay. Do you know where Donald Robbins is
12 today?

13 A. Yes.

14 Q. Tell me.

15 A. Scottsdale.

16 Q. Do you have an address for him?

17 A. I don't, but he's a retired Asarco guy. We
18 have his address.

19 Q. I'm sure we can find him. I just thought
20 I'd ask if you knew.

21 When was the last time you had any contact
22 with Mr. Robbins?

23 A. Three weeks ago.

24 Q. And what was that for?

25 A. We were doing similar depositions on a site

1 to enter into the SEMO settlement, whether those were
2 two distinct events or whether they were all at the
3 same time. And I'm asking whether or not you looked
4 at corporate minutes for the purposes of determining
5 whether there was a difference in that
6 decision-making process?

7 MR. FOLAND: I object to the question as it
8 relates to this witness responding to any inquiry
9 concerning Asarco's assessment of its liability for
10 all of the reasons stated previously in the written
11 objections, and instruct the witness not to answer as
12 to that issue.

13 BY MR. CONNELLY:

14 Q. And are you going to follow counsel's
15 instruction in that regard, Mr. Pfahl?

16 A. I will answer that I did not review any of
17 the corporate minutes --

18 Q. Okay.

19 A. -- for any purpose.

20 Q. Okay. Topic 8, then, asks about Asarco's
21 evaluation and assessment of Union Pacific's
22 potential liability for the SEMO sites. Have you
23 gathered any information from any source to determine
24 what corporate assessment was made by Asarco
25 regarding UP's liability?

1 A. Yes.

2 Q. What have you done in that regard?

3 A. I reviewed the document that was prepared
4 by Newfields, and they had sampled railroads, I
5 believe in 2007. And that work was done for Asarco
6 in the bankruptcy realm. I reviewed some sampling
7 data that -- some more recent sampling data from
8 railroad rights-of-way that Asarco had authorized,
9 and I also reviewed the extra -- expert report of
10 Mr. --

11 Q. Rosasco?

12 A. -- Rosasco. Thank you.

13 Q. All right. So that we're clear, are you
14 aware of any information available to Asarco or known
15 by Asarco concerning Union Pacific's potential
16 liability for SEMO, other than what may be reflected
17 in the Newfields report in 2007, the sampling data
18 that you reviewed, and the Rosasco expert report?

19 A. For the SEMO site, I'm not aware of any
20 other.

21 Q. Yeah, I meant to say the SEMO site. And
22 I'm only asking you about the SEMO site, if I don't
23 make that clear.

24 A. Okay.

25 Q. So for the SEMO sites, you're not aware of

1 any other information available to Asarco?

2 A. No.

3 Q. In preparing for this deposition, did you
4 go to anyone within the Asarco organization for the
5 purpose of saying, what do you know about UP's
6 potential liability at the SEMO sites?

7 MR. FOLAND: Let me object.

8 To the extent that you spoke with any
9 counsel about UP's potential liability or liability,
10 I'm going to instruct you not to answer. To the
11 extent you spoke with someone else, some corporate
12 person or other within the organization, go ahead and
13 answer.

14 THE WITNESS: I did not speak to anyone
15 within Asarco as to that subject.

16 BY MR. CONNELLY:

17 Q. Okay. So as the Asarco representative, how
18 did you identify the NewFields report, the sampling
19 data, and the Rosasco report as being information
20 that addressed UP's potential liability at SEMO?

21 A. Those reports were provided by counsel.

22 Q. Okay. So have you undertaken any
23 independent review of documents within the Asarco
24 organization to develop any other information than
25 reflected in the documents you identified?

1 A. Over the years I've reviewed numbers of
2 documents relating to railroads at various sites
3 where I was manager around the United States and
4 potential liabilities that the railroads might have
5 at those various sites, not specifically the SEMO
6 site.

7 Q. Okay. Well, specifically involving
8 Union Pacific?

9 A. Yes.

10 Q. And are you telling me that that is
11 information available to you within the company that
12 has a bearing on Union Pacific potential liability at
13 SEMO?

14 A. Well, what we're talking about is how
15 railroad beds were built and materials that they were
16 built out of, and SEMO's no different than, say,
17 Coeur d'Alene Basin.

18 Q. So your information in this regard is not
19 based on what you've heard from anyone else or any
20 documents that you gathered from any other source,
21 it's based on personal experiences you've had?

22 A. Yes, as an -- and an employee of Asarco --

23 Q. Okay.

24 A. -- in my capacity as a closed plant site
25 manager.

1 Q. Okay. So let's focus on that. Did any of
2 these other sites with which you've had experience
3 and believe may have some materiality to UP's
4 potential liability at SEMO, involve UP operations?

5 A. Yes.

6 Q. Okay. Which ones?

7 A. Coeur d'Alene Basin.

8 Q. Okay. And what was there about your
9 experience at Coeur d'Alene Basin that you think may
10 have some bearing on UP liability at the SEMO sites?

11 A. At Coeur d'Alene Basin, UP -- and when I
12 say "UP," I'm going to include predecessor companies,
13 companies that may have been acquired over the years,
14 but UP was the owner of the Wallace branch, it was
15 called. That particular railroad was constructed
16 with -- portions of it were constructed with mine
17 waste and tailings, similar story to SEMO.

18 Q. Okay. What kind of mine?

19 A. Lead/zinc mines.

20 Q. Okay. And your knowledge about the
21 railroad beds being constructed with mine waste
22 tailings, does it come from personal observations of
23 the building of the road beds or observations after
24 the fact or what?

25 A. I was the site manager for Asarco at the --

1 Are you aware of a final ever being done?

2 A. I am not.

3 Q. And this -- the title of this report is
4 "Historic Railroads, St. Francois County Mined
5 Areas." Right?

6 A. That is correct.

7 Q. Does this limit the historic railroad
8 discussion in this report to St. Francois County?

9 A. That's what it's limited to.

10 Q. Okay. And you've looked at this. Do you
11 see anyplace in here where Union Pacific Railroad is
12 mentioned in any way?

13 A. I do not believe Union Pacific is directly
14 mentioned.

15 Q. Did you see anything in this report of
16 historic railroads that, based upon your knowledge,
17 the company's knowledge, your experience, you
18 associate with Union Pacific Railroad?

19 A. Some of these railroads were acquired by
20 Union Pacific.

21 Q. Tell me which ones and how you know that.

22 A. I believe the Missouri Pacific Railroad.

23 Q. Tell me where you're looking and I can look
24 with you.

25 A. Page 3.

1 Q. 3 as the report is numbered, as opposed to
2 the --

3 A. As the report is numbered.

4 Q. -- as to the -- instead of the document
5 number in the lower right corner? All right.

6 A. This page lists a number of different
7 railroads that are located within St. Francois
8 County. Some of these railroads, according to the
9 expert report by Mr. Rosasco, were obtained by
10 Union Pacific.

11 Q. Okay. So let me try to approach it this
12 way. Looking at the list of railroads on page 3,
13 other than what's reported by Mr. Rosasco, do you
14 have any other information that any of those
15 railroads listed were acquired or are now a part of
16 Union Pacific Railroad?

17 A. I read the deposition of a Union Pacific
18 individual who spoke as to these various railroads.

19 Q. Yes, sir. Who is that?

20 A. I don't recall his name.

21 Q. Okay. Was it Mr. Hawkins?

22 A. It was Mr. Hawkins.

23 Q. Okay.

24 A. Thank you.

25 Q. Yes, sir.

1 then, that Union Pacific's ownership of these former
2 historic railroads is established in either this
3 NewFields report, Mr. Hawkins' deposition, and/or
4 Mr. Rosasco's report and deposition?

5 A. Well, I don't believe the NewFields report
6 attributes the railroads to any specific owner. The
7 Rosasco expert report does. And Mr. Hawkins'
8 deposition also spoke as to the individual railroads
9 and their relationship to Union Pacific.

10 Q. All right. Did you -- did you also see
11 Mr. Rosasco's deposition testimony in this case?

12 A. I did.

13 Q. Okay. So you have the benefit of both his
14 report and his deposition testimony?

15 A. That's correct.

16 Q. Okay. Do you know whether or not -- well,
17 strike that. Let me start the question again.

18 Since this draft NewFields report is dated
19 January 29, 2007, it existed before the SEMO
20 settlement was ever agreed to by Asarco, didn't it?

21 A. That is correct.

22 Q. Did you see it for the first time in
23 connection with preparing for this deposition?

24 A. That's correct. This report was prepared
25 for the Doe Run Company.

1 Q. Okay. So it's not any great revelation
2 that there was railroad hauling of mining materials.
3 Right?

4 A. That's correct.

5 Q. Then -- then what additional information
6 did you get from the maps in Mr. Rosasco's
7 information, other than the fact that railroad
8 hauling was an accepted mode of transportation?

9 A. The maps didn't really give me any
10 additional information other than to show there were
11 a lot of historic railroads in the area.

12 Q. Did any of the maps that you saw give you
13 any information as to which historic railroads in the
14 area had ultimately been acquired by Union Pacific
15 Railroad?

16 A. The maps did not.

17 Q. Did they give you -- did the maps give you
18 any information as to where areas of potential
19 environmental contamination existed on railroad
20 right-of-ways?

21 A. The maps did not.

22 Q. Have you looked at information to determine
23 that for the West Fork Mine and the Sweetwater Mine,
24 there was no railroad hauling of mining material?

25 A. As I recall, there was no railroad close to

1 Sweet -- I mean, to West Fork.

2 Q. And isn't the same true, that there was no
3 railroad close to Sweetwater?

4 A. I don't recall.

5 Q. Okay. Now, you mentioned having seen some
6 sampling results, and I'm going to hand you what's
7 been previously marked as both Exhibit 19 and
8 Exhibit 48.

9 (Previously marked Exhibit 19 is
10 attached hereto.)

11 BY MR. CONNELLY:

12 Q. Is that one of the sampling results that
13 you have seen before?

14 A. Yes.

15 Q. Now, it appears that this one was -- is
16 reported by Teklab, Inc., on November 4, 2013, and if
17 we look through here, it appears to be for -- hold
18 on. I'm trying to be more precise. Well, I guess my
19 first question is going to be, do you know where
20 these samples were taken?

21 A. I do not know where these samples were
22 taken.

23 Q. If you turn to the page of Exhibit 19 to
24 page -- what's numbered page 4, not the document
25 number, but the -- and it's actually -- if I may

1 conditions at the West Fork, Sweetwater, and Glover
2 sites. Did you note that?

3 A. This report is limited to St. Francois and
4 Madison Counties.

5 Q. Okay. And it specifically excludes any
6 consideration of historic railroad operations in
7 connection with West Fork, Sweetwater, and Glover,
8 does it not?

9 A. I think we previously discussed that there
10 were no railroads at West Fork.

11 Q. Okay. And having read Mr. Rosasco's
12 deposition transcript, you know that he confirmed in
13 his deposition that he offered no opinions regarding
14 Union Pacific's potential liability for West Fork,
15 Sweetwater, and Glover. Do you agree?

16 A. I agree.

17 Q. Okay. You have no information to the
18 contrary, do you?

19 A. I don't.

20 Q. Okay.

21 A. I would say that railroads would have
22 serviced the Glover Smelter. Probably --

23 Q. Okay.

24 A. -- still do today.

25 Q. All right. Do you know what railroad?

1 civil complaint, BNSF Railway is identified as a
2 party. Was there information available to Asarco at
3 the time this complaint was filed which indicated
4 that BNSF was potentially liable for environmental
5 conditions at SEMO?

6 MR. FOLAND: I object to the question.
7 We're not getting into the liability of other parties
8 or Asarco.

9 Pursuant to the court order and the
10 objections filed, I'm going to tell you not to answer
11 that.

12 BY MR. CONNELLY:

13 Q. Well, just for explanation, I'm trying to
14 determine whether or not information available may
15 have been intended for UP, but was somehow attributed
16 to BNSF. And I'm trying to find out if there was
17 information as to BNSF potential liability that may
18 have been misconstrued or misused and it should have
19 been UP potential liability. So that's why I'm
20 asking the question.

21 MR. FOLAND: To the extent you can answer
22 that as a -- let me say "amended," although that's
23 not exactly what occurred, that there was information
24 misconstrued as to BNSF related to UP, go ahead.

25 THE WITNESS: I would have no information

1 of why they named BNSF.

2 BY MR. CONNELLY:

3 Q. Okay. So in -- in May of 2008 when the
4 SEMO settlement was presented to the Court for
5 approval, what was Asarco's position with regard to
6 the potential liability of Union Pacific for the SEMO
7 sites?

8 A. At that point, we were not investigating
9 third parties at these sites. We were only dealing
10 with parties who had filed proofs of claim.

11 Q. So is it accurate to say that at the time
12 of the SEMO settlement and its being presented to the
13 bankruptcy court for approval, there had been no
14 consideration of the potential liability of third
15 parties for the SEMO site?

16 A. I'm not going to -- I'm going to speak in
17 generality here.

18 Q. Yes, sir.

19 A. We would have looked internally at what we
20 thought other parties might be involved, but when it
21 came time to negotiate settlements, that really made
22 little difference.

23 Q. And why do you say it made little
24 difference? I mean, from Asarco's standpoint, why
25 did Asarco believe it made little difference?

1 A. Because we weren't settling for other
2 parties at these sites. We were only settling for
3 what we felt was Asarco's liability to the parties
4 who had submitted claims, and that was in general,
5 across the board, at all of the sites.

6 Q. Okay. So would it be accurate to say,
7 then, Mr. Pfahl, that as of the time of the SEMO
8 settlement and the presentation of that settlement to
9 the bankruptcy court for approval, Asarco did not
10 have information as to which third parties, if any,
11 could have potential liability at the SEMO sites?

12 A. I would say that's a safe characterization.

13 Q. All right. Well, had there been -- to your
14 knowledge, as the corporate representative, have you
15 seen any indication or heard from any person that any
16 type of investigation into third-party involvement
17 had been conducted at the time of the SEMO
18 settlement?

19 MR. FOLAND: And, again, not anything that
20 you've been related by counsel.

21 THE WITNESS: We did not investigate third
22 parties who were not involved.

23 BY MR. CONNELLY:

24 Q. Okay. So at what point in time did Asarco
25 begin investigating third parties for potential

1 liability at the SEMO sites?

2 A. In the bankruptcy, Asarco reserved the
3 right to get cost recovery from third parties. And
4 once the bankruptcy was finalized late in 2010, I'd
5 say beginning in 2011, the company started looking at
6 other parties at all of the sites.

7 Q. Okay. In what way do you say Asarco
8 reserved the right to bring claims against third
9 parties? What are you thinking of when you say that
10 was what Asarco intended to do?

11 A. I think it's somewhere in the settlement
12 documents in the covenants not to sue. We reserved
13 certain rights for contribution from third parties.
14 And I'd have to look at the document and find the
15 specific language.

16 Q. Well, I'll be glad for you to do that,
17 because I'm interested in knowing what your point --
18 do you mind if I look at these and bring it to your
19 attention? Is that okay?

20 A. Yes. Go ahead.

21 Q. I mean, I'm just trying to facilitate
22 things here.

23 Right at the bottom of the stack, wouldn't
24 you know it.

25 I've pulled out Exhibit 35, which is the

1 Q. Are you going to follow counsel's
2 instruction not to answer that question?

3 A. I am.

4 Q. Then let me rephrase the question or pose a
5 different question.

6 When did Asarco determine that it had
7 evidence of Union Pacific's potential liability to
8 justify bringing a claim for the SEMO sites?

9 A. I think by May of 2011, Asarco had
10 identified railroads within the area. They named
11 BNSF in the initial complaint, and I believe in
12 the -- what do you call the revised complaint?

13 Q. It's called the first amended.

14 A. The first amended complaint, I believe,
15 lists Union Pacific.

16 Q. Okay. So it's Asarco's position that by
17 the time the original complaint was filed on May 12,
18 2011, Asarco had enough information to believe that
19 railroads owned and operated in the area could have
20 potential liability for the SEMO sites?

21 A. That is correct.

22 Q. Do you know what work had been done to
23 determine which railroads could have potential
24 liability?

25 A. At that point in time, I don't know what

1 work was done.

2 Q. Well, who was doing that within the Asarco
3 organization, was coming up with that information?

4 A. That was being handled by Greg Evans and
5 the -- and the general counsel.

6 Q. So counsel was in charge of that effort?

7 A. That's correct.

8 Q. Was there anyone within the Asarco
9 organization, other than counsel, who was involved in
10 any investigative effort to identify which railroads,
11 historic or current, could have potential liabilities
12 at SEMO?

13 A. There was no work done by Asarco.

14 Q. Was Mr. Robbins engaged in that effort?

15 A. He was not.

16 Q. So 100 percent of the information being
17 developed was being developed by counsel?

18 A. There were typically some attorney-client
19 communications. On sites I've worked on, at some
20 point in time, the attorney -- counsel speaks to the
21 internal person with knowledge.

22 Q. Well -- and I don't want to get into the -
23 the details of those communications, but what I'm
24 required to ask about is whether or not that involved
25 Asarco personnel in the investigative effort?

1 seeking attorney-client privileged material.

2 I'm instructing you not to answer.

3 BY MR. CONNELLY:

4 Q. Well, let's talk specifically about
5 Union Pacific. As of the time the original complaint
6 was filed on May 12, 2011, Asarco already had the
7 NewFields report from 2007, did it not?

8 A. I believe so.

9 Q. Okay. Had Asarco already seen any of the
10 sampling that had been done at locations evidenced by
11 those samples that we looked at earlier in the
12 deposition? I think Exhibits 19 and 20.

13 A. At the time of filing of the complaint?

14 Q. Yes, sir, the original complaint.

15 A. No. That data was collected after the
16 complaint was filed.

17 Q. Okay. So since you indicated that the
18 Asarco information regarding UP liability is based
19 upon the NewFields report, the sampling data, and the
20 Rosasco expert report, is there any other information
21 that Asarco had regarding UP's liability at SEMO,
22 other than the NewFields report at the time that the
23 original suit was filed?

24 A. We would have had a general understanding
25 of materials that were used to construct railroads

1 and what effect those materials might have on water
2 quality and how that might relate to natural resource
3 damages.

4 Q. Okay. So whether it was Union Pacific or
5 BNSF, Asarco did have a general understanding of the
6 potential contribution of railroad right-of-ways and
7 materials used to environmental conditions at SEMO?

8 A. That's correct.

9 Q. And, of course, that knowledge of the
10 potential contribution of railroad right-of-ways in
11 mining areas to environmental conditions was
12 something that had been known by Asarco for a good
13 while?

14 A. That is correct.

15 Q. In fact, your own personal experience on
16 other sites gave you the general working knowledge
17 that the material used for railroad road beds and
18 right-of-ways could well have an environmental
19 impact?

20 A. That's correct.

21 Q. Okay. So frankly, if someone had stopped
22 and thought about it at the time of the SEMO
23 settlement, that same information would have been
24 generally available?

25 A. That's correct.

1 Q. Okay. Do you know why when the original
2 complaint was filed, Union Pacific was not named as a
3 party?

4 A. I do not know why.

5 Q. Did you discuss that with Mr. Aldrich?

6 A. I did not. I had not seen the original
7 complaint. I'd only seen the amended complaint.

8 Q. Oh, I see. In your preparation for this
9 deposition, you hadn't seen the original complaint?

10 A. That's correct.

11 Q. Okay. At the time of the SEMO settlement
12 in 2008, is it true that Union Pacific was performing
13 railroad operations for Asarco in the SEMO area?

14 A. I don't think it is true. We had sold our
15 operations prior to that.

16 Q. All right. So at any time earlier than the
17 SEMO settlement, is Asarco aware of the fact that
18 Union Pacific had provided railroad operations to
19 Asarco facilities in the SEMO area?

20 A. The Glover Smelter would have had railroad
21 service. I'm not sure by whom.

22 Q. Okay.

23 A. Asarco -- the people dealing with traffic
24 in Asarco at the time --

25 Q. All right.

1 Q. Yes, sir. I'm actually going to withdraw
2 the question. How's that? Make it easier on both of
3 us.

4 A. Okay.

5 (Marked for identification Exhibit 79.)

6 BY MR. CONNELLY:

7 Q. I'm going to show you now what is marked as
8 Exhibit 79. This is the first amended complaint.
9 This is a document that you have seen in preparation
10 for your deposition. Right?

11 A. Yes, I believe so.

12 Q. And this document indicates that it was
13 filed on September 14, 2011, approximately four
14 months after the original complaint was filed. And
15 as you've identified, UP is identified as a party in
16 this complaint, is it not?

17 A. That is correct.

18 Q. Do you know what information was developed
19 between May of 2011 and September of 2011 which led
20 Asarco to add Union Pacific as a defendant?

21 A. I do not.

22 Q. Who would know that?

23 A. Counsel.

24 Q. Have you seen any documents, Asarco
25 documents, not communications from counsel, which

1 indicate additional information on Union Pacific's
2 potential liability at SEMO which was developed
3 between May of 2011 and September of 2011?

4 A. I have seen no documents.

5 Q. Okay. Did you talk to any Asarco personnel
6 who indicated that in that period of time from May of
7 2011 to September of 2011, there was additional
8 information developed that indicated UP's potential
9 liability at SEMO?

10 A. I did not.

11 Q. Would you agree with me that whatever
12 Union Pacific's potential liability for the SEMO
13 sites was in September of 2011 probably existed in
14 May of 2011 --

15 MR. FOLAND: Object --

16 BY MR. CONNELLY:

17 Q. -- when the lawsuit was filed?

18 MR. FOLAND: Object to the form of the
19 question. It's calling for speculation on the part
20 of this witness.

21 BY MR. CONNELLY:

22 Q. You may answer, Mr. Pfahl.

23 A. I doubt that Union Pacific's liabilities in
24 the SEMO site have changed any over the last many
25 years.

1 probably brought -- bought the Ray Mine from them.

2 Q. Okay. And did that mine operate in
3 generally the same way as the West Fork Mine?

4 A. Yes. It was an older mine. It's larger,
5 but also, again, it was operated pursuant to permits.

6 Q. Okay. So what were the environmental
7 issues, other than air permits and water discharge
8 permits, which are more operational permits, what
9 were the environmental concerns about releases of
10 hazardous substances, if any, at the Sweetwater Mine?

11 A. I would say at Sweetwater Mine, there were
12 none what I would call CERCLA kind of liabilities.
13 Or certain -- I shouldn't use the word "liability" --
14 but CERCLA-type issues.

15 Q. Okay. Because you're not aware, from all
16 the information you've viewed, of there being any
17 particular releases of hazardous substances from the
18 Sweetwater Mine?

19 A. I'm not aware of any releases, and it
20 wasn't a Superfund site.

21 Q. Okay. All right. So same questions for
22 Sweetwater that I just asked you about West Fork.
23 Even though there was an amount of money from the
24 SEMO settlement allocated to Sweetwater, you don't
25 know specifically how that money was sent -- spent,

1
2
3
4
5
6 I, JOHN CHRISTOPHER PFAHL, do hereby
7 declare that I have read the foregoing transcript;
8 that I have made any corrections as appear noted, in
9 ink, initialed by me, or attached hereto; that my
10 testimony as contained herein, as corrected, is true
11 and correct.

12
13 _____I have made changes to my deposition.

14 _____I have NOT made any changes to my deposition.

15
16 EXECUTED on this _____ day of
17 _____, 20____, at _____,
18 (City) (State)

19
20
21
22 JOHN CHRISTOPHER PFAHL
23
24
25

1 STATE OF ARIZONA)
2 COUNTY OF MARICOPA)

3 CERTIFICATE

4 I, ROBIN L. B. OSTERODE, Certified
5 Reporter for the State of Arizona and Certified
6 Shorthand Reporter for the State of California
7 certify:

8 That the foregoing proceeding was taken
9 by me; that I am authorized to administer an oath;
10 that any witness, before testifying, was duly sworn
11 to testify to the whole truth; that the questions and
12 answers were taken down by me in shorthand and
13 thereafter reduced to print by computer-aided
14 transcription under my direction; that review and
15 signature was requested; that the foregoing pages are
16 a full, true, and accurate transcript of all
17 proceedings, to the best of my skill and ability.

18 I FURTHER CERTIFY that I am in no way
19 related to nor employed by any of the parties hereto,
20 nor am I in any way interested in the outcome hereof.

21 DATED this 27th day of March, 2014.

22
23 ROBIN L. B. OSTERODE, RPR
24 CA CSR No. 7750
25 AZ CR No. 50695